

**OAK PARK UNIFIED SCHOOL DISTRICT  
5801 E. CONIFER STREET  
OAK PARK, CALIFORNIA 91377  
(818) 735-3206**

**NOTICE OF SPECIAL BOARD MEETING AND BUDGET STUDY SESSION - AGENDA #893**

Written notice is hereby given in accordance with Education Code Section 54957 that a special Board Meeting of the Board of Education of Oak Park Unified School District will be held:

DATE: Tuesday, June 3, 2014  
TIME: 6:00 p.m. Closed Session  
PLACE: Oak Park High School  
Presentation Room – G9  
899 N. Kanan Road, Oak Park, CA 91377

Call to Order \_\_\_\_\_  
Pledge of Allegiance  
Roll Call  
Public Comments

**1. DISCUSSION**

- a. **[Public Hearing and Board Study Session: 2014-15 Oak Park Unified School District Local Control and Accountability Plan](#)**  
*Study Session to review and discuss the 2014-15 Local Control and Accountability Plan*
- b. **[Public Hearing and Board Study Session: 2014-15 Oak Park Unified School District Annual Budget](#)**  
*Study Session to review and discuss the 2014-15 Annual Budget*

**ACTION**

**2. BUSINESS SERVICES**

- a. **[Approve Award of Contract for Project 14-17R, District-Wide Security Camera Systems](#)**  
*Board Policy 3312 requires Board approval for contracts for services*
- b. **[Approve Agreement for Architectural Services for Project 14-28, Oak Park Independent School Facilities](#)**  
*Board Policy 3312 requires Board approval for contracts for services*
- c. **[Approve Field House Project at Oak Park High School Athletic Field](#)**  
*Board Policy 3312 requires Board approval for contracts for services*
- d. **[Approve Track Resurfacing Project at Oak Park High School](#)**  
*Board Policy 3312 requires Board approval for contracts for services*
- e. **[Approve Revisions to the Measure C6 Technology and Equipment Plan – Purchase of Photocopiers](#)**  
*Board Policy 3312 requires Board approval for contracts for services*
- f. **[Approve Solar Power Project and Shade Structure Agreement at Oak Park High School](#)**  
*Board Policy 3312 requires Board approval for contracts for services*

Date: May 28, 2014

Anthony W. Knight, Ed.D.  
Superintendent and Secretary to the Board of Education

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 1.a. PUBLIC HEARING AND BOARD STUDY SESSION:  
2014-15 OAK PARK UNIFIED SCHOOL DISTRICT  
LOCAL CONTROL AND ACCOUNTABILITY PLAN**  

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**PUBLIC HEARING/DISCUSSION**

**ISSUE:** Shall the Board hold a public hearing and study session regarding the 2014-15 Oak Park Unified School District Local Control and Accountability Plan?

**BACKGROUND:** Effective with the State’s 2013-14 adopted budget, the existing K-12 finance system was replaced with the new Local Control Funding Formula (LCFF), which now includes base, supplemental, and concentration grants as the basis for school funding.

As part of shift to LCFF, school districts and County Offices of Education are required to develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP), beginning on July 1, 2014, using a form adopted by the California State Board of Education (SBE). The LCAP identifies how districts and County Offices of Education address the State’s priorities and metrics, and how expenditures are in accordance with statutes.

The 2014-15 Oak Park Unified School District LCAP has been developed with the input from diverse groups of stakeholders. In conformance with Education Code 52062, a public hearing to solicit the recommendations and comments of the public regarding the proposed LCAP will be held at this evening’s meeting. Adoption of the District’s 2014-15 LCAP is scheduled for June 17, 2014.

**RECOMMENDATION:** None – information and discussion only.

Prepared by: Dr. Leslie Heilbron, Assistant Superintendent, Human Resources and Curriculum  
Barbara Dickerson, Director, Fiscal Services  
Martin Klaus, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 1.b. PUBLIC HEARING AND BOARD STUDY SESSION:  
2014-15 OAK PARK UNIFIED SCHOOL DISTRICT ANNUAL BUDGET  
PUBLIC HEARING/DISCUSSION**

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**ISSUE:** Shall the Board hold a public hearing and study session regarding the 2014-15 Oak Park Unified School District annual budget?

**BACKGROUND:** On May 13, 2014 Governor Brown presented his May Revision to the 2014-15 state budget proposal. Although the Governor's proposed budget for K-12 education is essentially unchanged from January, the first full year implementation of Local Control Funding Formula (LCFF) and accompanying Local Control and Accountability Plan (LCAP) holds a significant impact for the District. How the Governor and Legislature ultimately negotiate a solution to the May Revision and the resulting impact on K-12 education remains to be seen. At this evening's meeting, a public hearing will be held to solicit the recommendations and comments of the public regarding the proposed budget and incorporation of the inaugural LCAP. Staff will provide an update on the most current information available and provide recommendations pertaining to the District's 2014-15 budget. The information will include local budget assumptions, enrollment and staffing projections, and revenue and expenditure forecasts. Adoption of the District's 2014-15 LCAP and budget is scheduled for June 17, 2014.

**RECOMMENDATION:** None – information and discussion only.

Prepared by: Barbara Dickerson, Director, Fiscal Services  
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 2.a. APPROVE AWARD OF CONTRACT FOR PROJECT 14-17R, DISTRICT-WIDE SECURITY CAMERA SYSTEMS**

ACTION

**ISSUE:** Shall the Board of Education approve the award of a contract for Project 14-17R, District-wide Security Camera Systems?

**BACKGROUND:** In its approval of the Facility Master Plan in January 2014, the Board authorized Project 14-17R, District-wide Security Camera Systems. The District has performed a pilot test of a security camera system featuring Avigilon equipment provided by Blue Violet Networks. Installed at the District Office/Oak View High School facility, the District has been very pleased with the results of the pilot program. A Request for Proposal (RFP) was issued for a district-wide Avigilon security camera system, and two companies, Blue Violet Networks and Convirgint Technologies, submitted proposals. Working with consultant Chuck Boone, staff has negotiated and refined the two proposals. The proposal submitted by Blue Violet totaled \$263,029.57, including \$191,337.15 for hardware and installation, and \$71,692.42 for a 5-year warranty and maintenance. The initial proposal received from Convirgint (rev1) was \$372,985.45 for hardware, installation, 5-year warranty and maintenance. Convirgint later provided an alternate proposal (rev3) for \$325,625.00 that excluded the price of on-site network video recording servers, which the district would have to purchase separately. After review by staff and consultant, it is recommended that the Board award a contract to Blue Violet Networks, utilizing its State of California Master Agreement Schedule (CMAS) Contract No. GS-07F-0481X, contingent upon the vendor providing to the District a payment bond issued at 50% of the contract amount as required by law.

- ALTERNATIVES:**
1. Approve the award of a contract for Project 14-17R, District-wide Security Camera Systems to Blue Violet Networks, in the amount of \$263,029.57 plus the cost of the required 50% payment bond, utilizing the piggybackable provisions of CMAS Contract GS-07F-0481X.
  2. Do not approve the award of contract for Project 14-17R.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Enoch Kwok, Director, Educational Technology and Information  
 Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Date: May 1, 2014

**PURCHASE AGREEMENT**

This Purchase Agreement is made and entered into by and between Blue Violet Networks, whose principal office is located at **215 Baker Street East, Suite 150, Costa Mesa, California 92626**, hereinafter referred to as "Company" and Oak Park Unified School District, located at 5801 Conifer St Oak Park CA, 91377, herinafter referred to as "Purchaser". The Purchaser hereby buys and the Company hereby sells the following Video Surveillance, which is more fully described below.

QUANTITY	DESCRIPTION
	See Attached Attachments A and B

The Purchaser agrees to purchase said System and to pay the Company for such equipment and services as follows:

System Price	\$ 180,220.60
Plus applicable sales taxes	\$ 11,116.55
<b>System Total</b>	<b>\$ 191,337.15</b>

**OPTION 1 - CASH PURCHASE**

50% Down payment due at time of execution of agreement	\$ 95,668.58
15% Due upon Purchaser sign off of equipment delivery to Oak Park facility	\$ 28,700.57
15% Due upon connection of new servers to Oak Park network	\$ 28,700.57
20% Due upon completion and Purchaser acceptance	\$ 38,267.43

THIS AGREEMENT IS SUBJECT TO EACH AND EVERY TERM, CONDITION, RESERVATION, AND QUALIFICATION SET FORTH HEREIN. NO AGREEMENTS OR UNDERSTANDING SHALL BE BINDING ON EITHER OF THE PARTIES HERETO UNLESS ACCEPTED IN WRITING BY COMPANY AND PURCHASER OR EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT IS NOT BINDING UPON THE COMPANY UNTIL ACCEPTED AND APPROVED BY A PARTNER OF THE COMPANY.

**BLUE VIOLET NETWORKS**

**PURCHASER: Oak Park Unified School District**

By \_\_\_\_\_  
Sales Representative's Signature

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Partner's Signature      Date

By \_\_\_\_\_  
Title      Date



**(A) Installation**

That Company will furnish all material, tools, equipment and labor necessary to install the System in the premises described herein to the end that said System functions in a satisfactory manner for the purposes intended. Further, Purchaser agrees that Company shall not be held liable for commercial loss, inconvenience or otherwise that may occur during the installation or service life of the System.

**(B) Warranty**

Company hereby warrants all equipment and software described herein for a period of three (3) years from the date of installation, except Services, which are warranted for a period of one (1) year from the date of performance. Company will replace any hardware or software at no charge to Purchaser during this 3-year warranty period, labor is covered for a period of 1 year, including providing for full replacement of hardware/software in the event that Avigilon (or any subsequent hardware/software provider) should cease its operations. Terms and conditions expressed or implied of Company's performance during the warranty period shall be limited to the terms and conditions as set forth in the Customer Support Agreement (to be signed by both parties for this equipment once installation is complete).

**(C) Title and Ownership**

Title to said property and right of possession thereto shall be and remain in Company until full purchase price set forth herein is paid. It is agreed that all sums due under this Agreement but not paid within ten (10) days following the due date shall incur finance charges at the highest lawful rate per annum until the principal and finance charges thereon are paid in full. Purchaser shall not sell, transfer, pledge, mortgage or dispose of property without written consent of Company until full purchase price has been paid.

**(D) Default**

Time is of the essence hereunder. With the exception of disputed amounts which are handled in accordance with Section Q, if Purchaser fails to pay any installment or total Agreement price when due, the Company may, after giving ten (10) days written notice of such intention, enter upon said premises and remove the equipment there from without the necessity of legal process, notice or demand.

**(E) Installation Delays**

Company agrees to make every effort to meet the requested date of installation as set forth herein. Purchaser agrees that Company shall not be liable for a delayed installation if such failure is caused by delays in construction, labor dispute, port embargoes, internal disturbances in this country or at point of manufacture of the equipment, or for any other reason beyond the control of the Company. Purchaser also agrees to supply Company with an enclosed secured area at installation site for the purposes of storing equipment during the installation period. Further, Purchaser agrees to notify Company in a reasonable amount of time of any changes in the requested date of installation caused by construction delays or otherwise.

**(F)** The cash purchase price set forth herein shall remain in effect for a period of thirty (30) days.

**(G)** Purchaser agrees to pay Company for any and all excess cost incurred by Company due to the failure of Purchaser to make payments as scheduled and in accordance with Section (D), including attorney fees and collection costs.

**(H)** [Intentionally blank]

**(I)** Purchaser must provide telephone lines, necessary electrical outlets, and an environmental condition as specified by manufacturer. The equipment shall not be exposed to moisture or corrosive gases or material.

**(J)** Installation will not begin until a purchase order has been received by the Leasing Company

**(K) LIMITATION OF LIABILITY:** PURCHASER acknowledges and agrees that neither BLUE VIOLET NETWORKS, its agents or employees, shall be liable for any loss or damage to the Equipment or other PURCHASER property or for the injury or death of the Purchaser's agents, employees, or customers, which result from the maintenance service provided hereunder by BLUE VIOLET NETWORKS, its employees or agents, pursuant to the terms of this Agreement, unless such loss, damages, injury or death results from the negligence or willful misconduct of BLUE VIOLET NETWORKS, its agents or employees.

Notwithstanding any other provision herein, Company will indemnify, hold harmless and defend Purchaser and Purchaser's officers, directors, employees and agents against any and all costs, losses or expenses (including reasonable attorneys' fees and experts' fees) that Purchaser may incur or be subjected to by reason of any claim or suit by any person, including but not limited to any claim or suit for personal injury, property damage, or intellectual property infringement arising out of any act, omission or breach of warranty/representation of Company or any of its officers, directors, employees or agents.



(L) Purchaser will be responsible for local 911 access lines at remote Teleworking locations.

IN NO EVENT, HOWEVER, SHALL BLUE VIOLET NETWORKS, ITS AGENTS OR EMPLOYEES, BE LIABLE TO PURCHASER FOR PURCHASER'S INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.)

(M) During the performance of services, Company shall maintain the following minimum insurance coverage. Company shall provide a certificate of insurance evidencing such coverage at the start of work under the Agreement and later, upon request by Purchaser, and Company shall take adequate steps to ensure that Purchaser shall be named as an additional insured upon such certificate. Waiver of subrogation applies to General Liability, Auto Liability and Workers' Compensation.

- a. Workers' Compensation insurance in the amount not less than statutory limits. Employer's Liability insurance in the amount of not less than \$1,000,000/\$1,000,000/\$1,000,000.
- b. Comprehensive General Liability insurance covering Company and its agents and employees (including contractual and product liability coverage) for bodily injury and property damage in the minimum combined single limit amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, or in such greater amount as may be required by federal or state authorities.
- c. Commercial Automobile Liability insurance for bodily injury (including death and property damage) in the minimum combined single limit of \$1,000,000 per occurrence or in such greater amount as may be required by federal or state authorities.

(N) Purchaser acknowledges and agrees that Company may retain the services of independent consultants ("Subcontractors") from time to time to perform, or assist Company in performing, services under this Agreement and any Statements of Work. All Subcontractors shall perform such services under Company's direction and control and shall act as independent contractors of Company provided that the status of any such Subcontractors as independent contractors of Company shall not in any manner relieve Company of any responsibilities or liability for the actions of such Subcontractors or for any damage caused to Purchaser or Purchaser's property by such Subcontractors, and further provided that such Subcontractors shall be bound by the terms of this Agreement, any Confidentiality Agreement or any Statement of Work or terms similar thereto.

(O) Company will perform its services in a timely, professional and workmanlike manner, and will provide sufficient qualified personnel who are capable of performing Company's duties, tasks and obligations under this Agreement and any Statements of Work. In the event that Purchaser informs Company that any of the Company personnel that are assigned to work with Purchaser are not properly qualified, are not performing in a competent manner or for other reasons are not approved, or later become disapproved by Purchaser, Company shall promptly replace such personnel with other qualified, competent personnel acceptable to Purchaser.

(P) This Agreement shall in all respects be governed by the laws of the State of California as if it were entered into by residents of the State of California and without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject the Dispute Resolution provisions set forth in Section Q herein; provided, however, that all requests by either party for injunctive or other provisional relief, shall be brought in, and be subject to the exclusive jurisdiction and venue of, the federal and state courts within Los Angeles County, California. Both parties hereby consent to the personal and exclusive jurisdiction and venue of these courts, and expressly waive any right to bring legal action in connection with this Agreement in any other jurisdiction or venue.

(Q) In the event a dispute arises between the parties, including but not limited to a dispute over the fees due to Company, the parties agree to the following procedures:

Informal Attempt to Resolve: Within ten (10) days of either party notifying the other in writing of a dispute that has not been resolved, the parties agree to have an officer or other person with authority to settle the matter to meet and/or talk on an informal basis to determine if it can be resolved without need for further action;

Binding Arbitration: In the event that the parties' effort to resolve the dispute between them pursuant to subsection (a), above, is not successful, either party may file an arbitration demand with JAMS to have the matter resolved through binding arbitration before a single arbitrator chosen in accordance with, and acting under the Commercial Rules of, JAMS, which Rules are expressly incorporated herein by reference. Any such JAMS proceeding shall be commenced exclusively in Los Angeles County, California. The arbitrator shall have the authority to enter a written award, and the obligation to render such award within thirty (30) days of the close of the arbitration hearing. Such award may be entered as a judgment in any court of competent jurisdiction pursuant to Section P, herein.

215 Baker Street East, Suite 150, Costa Mesa, CA 92626  
Tel. 714-754-4000 Fax 714-540-1900



**(R)** Purchaser may terminate this Agreement without cause, and for any reason, upon thirty (30) days written notice to Company, which termination shall take effect immediately upon expiration of such period without further steps by Purchaser. Upon such termination, Company shall cease and desist from any further action pursuant to this Agreement, and shall promptly, and in no event longer than ten (10) days later, return any and all confidential information of Purchaser to Purchaser. In the event of termination pursuant to this section (R) herein, Purchaser shall reimburse Company for all services performed as of the date of termination.

Either party may terminate this Agreement due to the material, uncured breach of the other party. The party accused of being in breach shall have thirty (30) days after receipt of written notice of such alleged breach to cure the same. Said termination shall take effect immediately upon expiration of such period without further steps by the terminating party if the breaching party has failed to affect such cure. Such termination shall be in addition to and not in lieu any other rights or remedies that the terminating party may have, and termination in accordance with this provision shall not result in penalties or damages being assessed against the terminating party.

**(S)** The parties hereto have concurrently or previously entered into a separate Confidentiality Agreement to govern their relationship, which Confidentiality Agreement a) is incorporated by reference herein in full and b) governs the use of the parties' confidential information exchanged pursuant to this Agreement.



## ATTACHMENT "A"

### Video Surveillance

Blue Violet Networks would like to take this opportunity to thank Oak Park Unified School District for allowing us to provide a proposal for your security needs. Below you will find the scope of work for your Video Surveillance Project.

### Scope of Work NEW EQUIPMENT

1. Blue Violet Networks will provide and install (6) Avigilon HD-NVR Servers with built in redundant power supplies. These machines are OEM servers from Dell private labeled and upgraded to meet the demands of video processing. Each server installed shall have the appropriate number of hard drives to achieve the desired storage goals. BVN shall install (1) new server at each school and the district office.
2. Blue Violet Networks will provide and install the Avigilon Control Center Enterprise Server Software. This software allows for unlimited client connections and there are no limitations on the number of sites that can be networked together. Therefore allowing maximum scalability. The Software package includes the viewing client and player software free of charge. Also included in this quote is the Avigilon Gateway license for 6 servers, this allows for remote mobile viewing utilizing an iPhone, iPad, iPod or Droid. As with the ACC Client there are no limitations to the number of mobile concurrent connections. Note all software updates are provided free of charge.
3. Blue Violet Networks will provide and install (104) Avigilon Enterprise camera channels. This license will allow for system fail over if required on this project.
4. Blue Violet Networks will provide and install cameras (1) in the Oak Park schools offices. Exact locations and resolution have been provided on Oak Park provided Designs.
5. Blue Violet networks will provide and install a mix of 1MP, 2MP and 5MP bullet cameras around the perimeters of the schools. BVN has worked directly with Oak Park staff to determine the locations and best possible resolutions for these cameras. Each has been identified on the attached Oak Park provided Designs.
6. Blue Violet Networks will provide coordination support and management with Oak Park Unifieds approved cabling vendor to ensure an efficient install.
7. Blue Violet Networks will provide all required labor for installation of cameras and servers. This shall also include any required scissor or boom lifts.
8. Blue Violet Networks shall provide all programming, view buildouts, maps, mobility applications and email alert configurations.
9. Blue Violet Networks will coordinate final camera view sign off with Oak Park for completion of the project.



## Summation

It is the intention of Blue Violet Networks to provide a complete turnkey solution to Oak Park Unified School District. We feel that this proposal accomplishes this goal. Additionally included with this project is the first year of maintenance with all aspects warranted parts and labor for one year. All Avigilon products are additionally warranted for 2 more years with 24 hour replacement. Years 4 and 5 will also be purchased if agreed upon at the time of sale. Blue Violet shall provide 8 hours of training sessions for all Oak Park team members these hours may be used in any variation. We recommend 2 hour blocks. The first at the time of hand off, second thirty days later, third at six months and fourth whenever you may feel it necessary for example if a new employee is hired and will be using the system. Blue Violet values the relationship Oak Park Unified and we look forward to delivering exceptional service and support as we work together to improving and stabilizing your critical security infrastructure needs.

This proposal is in accordance with pre-bid contract # GS-07F-0481X

Additional Note: On projects of this size and scope there is a potential for changes. Blue Violet routinely provides an "ADD/DELETE" schedule along the way. This will protect Southern Wine's interest that if a proposed camera or its location needs to change it is easily accomplished with proper documentation and credits if appropriate.



**ATTACHMENT "B"**

Qty	Manufacturer	Description	Unit Price	TAX	Extended Cost
<b>Main Bid</b>					
6.00	AVIGILON	REDUNDANT POWER SUPPLY	\$ 181.50	\$ 13.61	1,089.00
3.00	AVIGILON	3.0TB SERVER STORAGE RACK MOUNT	\$ 3,405.60	\$ 255.42	10,216.80
2.00	AVIGILON	5.0TB SERVER STORAGE RACK MOUNT	\$ 5,055.60	\$ 379.17	10,111.20
1.00	AVIGILON	10.0TB SERVER STORAGE RACK MOUNT	\$ 6,375.60	\$ 478.17	6,375.60
2.00	AVIGILON	24 CHANNEL ENTERPRISE LICENSE	\$ 5,472.00	\$ 410.40	10,944.00
1.00	AVIGILON	16 CHANNEL ENTERPRISE LICENSE	\$ 3,672.00	\$ 275.40	3,672.00
3.00	AVIGILON	8 CHANNEL ENTERPRISE LICENSE	\$ 1,832.00	\$ 137.40	5,496.00
1.00	AVIGILON	4 CHANNEL ENTERPRISE LICENSE	\$ 924.00	\$ 69.30	924.00
9.00	AVIGILON	1 CHANNEL ENTERPRISE LICENSE	\$ 268.00	\$ 20.10	2,412.00
8.00	AVIGILON	1.0MP BULLET W/ ADAPTIVE IR 3-9MM LENS	\$ 636.00	\$ 47.70	5,088.00
8.00	AVIGILON	1.0MP BULLET W/ ADAPTIVE IR 9-22MM LENS	\$ 668.00	\$ 50.10	5,344.00
11.00	AVIGILON	2.0MP BOX BODY CAMERA 4-84MM LENS	\$ 612.00	\$ 45.90	6,732.00
8.00	AVIGILON	2.0MP INDOOR DOME D/N IR 3-9MM LENS	\$ 612.00	\$ 45.90	4,896.00
6.00	AVIGILON	2.0MP BULLET W/ADAPTIVE IR 3-9MM LENS	\$ 732.00	\$ 54.90	4,392.00
4.00	AVIGILON	2.0MP BULLET W/ADAPTIVE IR 9-22MM LENS	\$ 764.00	\$ 57.30	3,056.00
43.00	AVIGILON	5.0MP BULLET W/ADAPTIVE IR 3-9MM LENS	\$ 924.00	\$ 69.30	39,732.00
12.00	AVIGILON	5.0MP BULLET W/ADAPTIVE IR 9-22MM LENS	\$ 956.00	\$ 71.70	11,472.00
4.00	AVIGILON	5.0MP HD-DN BOX BODY CAMERA	\$ 788.00	\$ 59.10	3,152.00
81.00	AVIGILON	H3- BULLET CAMERA JUNCTION BOX	\$ 76.00	\$ 5.70	6,156.00
4.00	AVIGILON	CANON 50MM F/1.8, AUTO IRIS	\$ 165.00	\$ 12.38	660.00
15.00	BVN	STANDARD FORMAT ENCLOSURE	\$ 90.00	\$ 6.75	1,350.00
15.00	BVN	POLE MOUNT ADAPTER FOR USE W/ STANDARD ENCLOSURE	\$ 50.00	\$ 3.75	750.00
1.00	BVN	LIFT RENTAL	\$ 4,200.00	\$ 315.00	4,200.00
			\$ -	\$ -	-
0.00	BVN	4 ADDITIONAL YEARS MAINTENANCE	\$ -	\$ -	-
1.00	BVN	STANDARD INSTALLATION LABOR	\$ 32,000.00	\$ -	-

Quotation prepared by: Chad Gordon

This is a quotation on the goods named, subject to the conditions noted below:

\*Software has no annual fees and no limit on number of client or connections to server.

\*This quote covers cabling from existing patch pannel to camera location. Installation and software setup of cameras. per this quote.

\*This quote comes with standard 1 year maintenance and service. (Blue Violet Networks Technical Service Team will assist with further instruction upon request.)

Subtotal	\$ 148,220.60
Labor	\$ 32,000.00
Subtotal	\$ 180,220.60
Sales Tax	\$ 11,116.55
<b>Total</b>	<b>\$ 191,337.15</b>



## Security Proposal

**Date:** April 5, 2014

**Quotation:** 5013240945

**To:** Oak Park Unified School District  
5801 E Conifer Street  
Oak Park, CA 91377

**Project:** District Wide IP Camera System rev1  
April 6 2014

**Attn:** Julie Suarez

**From:** Convergint Technologies  
Jarrod Brunsmann  
jarrod.brunsmann@convergint.com

**Direct:** (714) 546-2780

**Fax:** (714) 546-2457

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Convergint Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergint Technologies payment terms are net 30.

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## Security System Scope of Work

As a general summary, Convergint's proposal is for a defined labor and material scope of work based on the plans provided at the project meeting and site visit on February 6, 2014. Convergint's installation effort shall include the below listed tasks along with (but not be limited to) all project management duties such as formal scheduling, client interface, submission of formal requests for information, system engineering and documentation, system testing and commissioning, training and all coordination to complete said scope of work.

Convergint scope of work is based on the installation of new IP Cameras at the locations discussed on our site visit. Camera types are specified based on the viewing needs of each individual camera location to ensure the viewing objectives are met.

This proposal is based on all Cabling, Conduit, Boxes and Electrical work should be provided and installed by others and in place by the time we begin our scope of work. Individual Cat6 cabling must be provided at each Camera location back to the nearest IDF and will terminate on a Network Switch that shall be existing or provided by others. The cable length from Camera to Network Switch must not exceed 300' to ensure optimal system performance.

Convergint will provide and install a Network Video Recorder at each location in addition to the Avigilon Video Management Software.

We feel there is a great opportunity to provide some Value Engineering of the proposed system based on camera requirements and more specifically being able to achieve the required viewing with a more economical camera at a number of locations. These potential savings will be recognized once our field engineers finalize the system design requirements at which point a credit would be offered to the School District.

The following is breakdown of cameras per site. There were a number of camera changes: adds, deletes and relocations based on our recent site visit. Our plan would be to sit down with the appropriate district personnel and finalize all camera locations and types in addition to spotting the camera locations onsite with the district personnel while also coordinating with the cabling and conduit contractor at the appropriate time.

**Brookside Elementary School**

The Brookside ES campus will include a total of 18 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

**District Office**

The District Office campus will include a total of 11 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

**Red Oak Elementary School**

The Red Oak ES campus will include a total of 14 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Oak Hills Elementary School**

The Oak Hills ES campus will include a total of 8 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Oak Park High School**

The Oak Park HS campus will include a total of 26 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Medea Creek Middle School**

The Medea Creek MS campus will include a total of 25 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

## Performance Items

Yes	No	Description
/		Material (listed on the BOM)
/		Freight (prepaid)
/		Applicable Taxes
/		One-Year Warranty on Parts
/		One-Year Warranty on Labor
	/	Low Voltage Permits
	/	Electrical Installation Permit
/		Engineering and Drawings
/		Record Documentation (As-Built)
	/	Floor plan with device placement and numbering (requires customer CAD)
	/	Door wiring typical connections
	/	Panel wiring point with to point connections
	/	Riser drawing with home run wiring
	/	Equipment rack layout drawing
	/	Panel Wall Elevation drawing (may require customer CAD)
	/	Authority having Jurisdiction permit drawing (requires customer CAD)
/		System Programming
/		Project Management
/		Mounting/Termination of Proposed Devices
/		Testing of all Proposed Devices
/		Operations & Maintenance Manuals
/		Owner Training
	/	System Meets Plans/Drawings
/		System is Design-Build
	/	Payment & Performance Bonds
/		Installation of Wire and Cable

Yes	No	Description
/		Installation of Conduit and Boxes
/		Installation of Wire Hangers
/		Specialty Back Boxes
/		Installation of Specialty Back Boxes
/		Connection to Building Fire Alarm Panel
/		Installation & Power of Control Panels
/		Installation & Power of CCTV Cameras
/		Installation & Power of Intrusion Panels
/		Installation & Power of Intercom System
/		Installation & Power of Video Recorders (DVR/NVR)
/		120 VAC Power Receptacles
/		Lifts and Hoists
/		Floor Coverings for Lifts and Hoists
/		Fire Stopping (Excludes Existing Penetrations)
/		Patching and Painting
/		Electrified Door Locking Hardware
/		Additional Lighting Requirements for Cameras
/		Ceiling Tiles and Ceiling Grid Repairs
/		On-Site Lockable Storage Facility
/		Vertical Core Drilling
/		Horizontal Core Drilling
/		Servers by Convergent
/		Loading Software on Customer Provided Computer
/		Servers by Others
/		Workstations by Convergent
/		Workstations by Others



**Convergent Technologies**  
 1667 North Batavia Street  
 Orange, CA 92867  
 (714) 546-2780 Fax(714) 546-2457

IP Camera System

5013240945

No	Qty	Part	Description	Manufacturer
<b><u>Network Video Recorders (1 per site)</u></b>				
1	2	3.0TB-HD-NVR2	HD NVR, 3.0 TB Storage, 2U Rack Mount	Avigilon
2	2	5.0TB-HD-NVR2	HD NVR, 5.0 TB Storage, 2U Rack Mount	Avigilon
3	2	10.0TB-HD-NVR2	HD NVR, 10.0 TB Storage, 2U Rack Mount	Avigilon
4	6	HD-NVR2-2ND-PS	Secondary redundant power supply for a HD NVR Server	Avigilon
<b><u>Software Licenses</u></b>				
5	2	24C-ACC5-ENT	Enterprise License for up to 24 camera channels and unlimited viewing clients	Avigilon
6	1	16C-ACC5-ENT	Enterprise License for up to 16 camera channels and unlimited viewing clients	Avigilon
7	3	8C-ACC5-ENT	Enterprise License for up to 8 camera channels and unlimited viewing clients	Avigilon
8	1	4C-ACC5-ENT	Enterprise License for up to 4 channels and unlimited viewing clients	Avigilon
9	7	1C-ACC5-ENT	Enterprise License for up to 1 camera channel and unlimited viewing clients	Avigilon
<b><u>Video Surveillance Cameras</u></b>				
10	51	5.0-H3-BO1-IR	5.0 Megapixel 3-9mm f/1.2 P-Iris lens, Integrated IR	Avigilon
11	6	5.0-H3-BO2-IR	5.0 Megapixel 9-22mm f/1.6 P-Iris lens, Integrated IR	Avigilon
12	29	2.0-H3-B1	2.0 Megapixel (1080p) Day/Night, 4.7-84.6mm f/1.6 lens	Avigilon
13	5	2.0-H3M-DO1	2.0 Megapixel (1080p) Outdoor Micro Dome, 2.8mm f/1.6 lens	Avigilon
14	16	1.3L-H3-DP1	1.3 Megapixel (1024p) Lightcatcher Day/Night Pendant Dome, 3-9mm f/1.2P-iris lens	Avigilon
<b><u>Mounting Accessories</u></b>				
15	57	H3-BO-JB	Junction Box for H3-BO-IR Bullet Cameras	Avigilon
16	19	MNT-PEND-WALL	Compact wall bracket for use with H3PTZ-DP and H3-DP Pendant Dome Cameras	Avigilon



# Convergent Technologies

1667 North Batavia Street  
 Orange, CA 92867  
 (714) 546-2780 Fax (714) 546-2457

IP Camera System

5013240945

No	Qty	Part	Description	Manufacturer
17	19	MNT-AD-POLE	Pole mount adapter for use with MNT-PEND-WALL	Avigilon
18	2	LEF5014CA	Canon, 50mm, f/1.4, Auto-Iris	Avigilon
19	13	ES-HD-HWS	Standard Format Enclosure for Avigilon HD and HD H.264 IP Cameras with 12VDC/24VAC Heater, Wall Bracket and Sunshield. Maximum combined camera and lens length is 9.8" (25 cm).	Avigilon
20	13	ES-OPT-POLE	Pole Mount for ES-HD-PRO-S / ES-HD-PRO-S-HB, and ES-HD-PRO-L / ES-HD-PRO-L-HB; supports up to 40lbs (18.1 kg)	Avigilon

## Alternates

- N/A

## Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be provided and installed by others
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials shall be provided and installed by others.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Convergent will provide Engineered Drawings in PDF format showing all new camera locations.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

## Project Investment

**Total Project Investment for new IP Camera System at the above Six (6) sites: \$257,129.45**

**Customer Support Plan Option 1 (Comprehensive Labor & Equipment Coverage): \$53,673.00**

**Customer Support Plan Option 2 (Preventative Maintenance): \$62,183.00**

**Total Customer Support Plan (Comprehensive and Preventative Maintenance): \$115,856.00**

**Total System Investment: \$372,985.45**

### Customer Support Plan Overview

Thank you for considering Convergent Technologies as your security service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your installed electronic security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your occupants.

A Convergent Customer Support Program extends well beyond the standard coverage described above which includes the following service offerings as part of our Standard CSP Agreement:

**Next Business Day Response** - After a service call is placed under a standard Customer Support Program, Convergent Technologies will respond (on-site) to customer service calls by the next business day Monday through Friday 8:00 AM to 5:00 PM.

**Preferred 24/7 Hourly Rates** - Customers with a Convergent Technologies Customer Support Program automatically receive a preferred flat hourly labor rate for all time & material related service calls. Regardless of what time of day, what day of week, weekend, or holiday, our CSP customers will be charged a single flat rate for time & material work performed. This preferred flat rate can be found on the page two of this proposal.

**iCare Manager** - This value added online service provides our customers the ability to Create and View Service Work Orders, View Installation Jobs, View Service Work Order Status Report, Customer/Convergent Contact Information, Online Help and Customer Survey Feedback.

\* See attached for iCare online web portal overview

**Post Installation Service Plan Option 1:  
Includes 5-years from completion of installation project.**

***Comprehensive Labor Coverage***

***Included***

For those customers seeking to manage their financial risk associated with emergency service and repair labor, this option is intended to provide comprehensive labor coverage upfront for: 1) Emergency Service Calls, 2) System Troubleshooting & Diagnostics, and 3) Component Repair Labor.

**Note:** Unless Priority On-Site Response Option is selected, this labor coverage will be provided during normal business hours (Monday – Friday 8:00 AM to 5:00 PM)

***Comprehensive Component Coverage***

***Included***

For those customers seeking to manage their financial risk associated with the replacement of failed system components, this option is intended to provide comprehensive component coverage for the equipment identified in the equipment list of this agreement.

**Note:** Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. The Program Discretionary Fund may be used for these types of upgrades, if selected by customer in this agreement.

***Remote On-Line Diagnostics***

***Included***

Convergent will utilize an industry standard authentication technology to remotely access your security system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue can not be resolved on-line, a more refined service response will result including the dispatching of a security service representative. In addition, remote service diagnostic support provides a valuable tool for your personnel by providing hands on training on system troubleshooting and software services.

***Staff Training***

***Included***

Convergent Technologies provides on-going security system training services for your staff. Annually, Convergent will provide a four (4) hour training course designed to improve the knowledge and efficiencies of your security staff. Training will be customized to your specific facility and system and will typically include the following topics: system architecture, overall system operation, alarm response procedures, trouble shooting techniques, management report generation, etc. The benefit of this training is that your staff will become more familiar and comfortable with the security system, and be able to respond effectively and efficiently to alarm situations.

***Annual Software Support***

***Included***

Convergent Technologies provides customers a comprehensive security software support plan that allows them to keep pace with all software revisions and advancements as they are made available by manufacturers. Such revisions will keep your installed system operating with the latest technology. Software upgrades typically occur annually, however many times they have been released several times throughout a given calendar year. With the proliferation of technology, Software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

**Post Installation Service Plan Option 2:  
Includes 5-years from completion of installation project.**

*Preventive Maintenance* - On a scheduled basis, Convergent will provide security system preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations, and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of security components including the following:

- (6) NVR's
- (102) IP Cameras

*Annual.* Predictive maintenance (PM) will be performed on the system during one scheduled visit. PM will be scheduled Monday - Friday during normal working hours of 8AM to 5PM

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Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

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Convergent Technologies  
Jarrod Brunsamnn

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

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Customer Name (Printed)

---

Date

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Authorized Signature

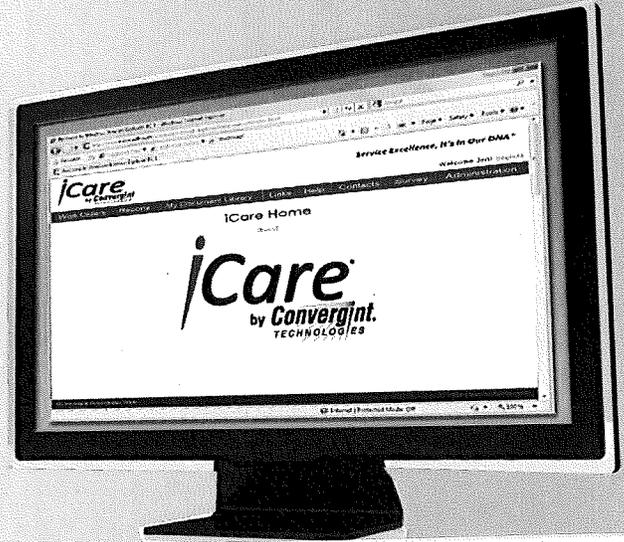
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Printed Name/Title

> iCare® Customer Portal

**Your Service Management and Information Resource**

Openness. Transparency. Partnership. At Convergent, we take these words to heart when developing customer relationships. That's why we have developed the iCare Customer Portal. Through the iCare® Portal, work order information and reporting can be accessed in real time. This responsive communication enables our service customers to simplify the complexity of maintaining and servicing facility systems... and budgets. The iCare® Portal is another tool in Covergint's quest to be your best service provider and trusted business partner.



> iCare® Customer Portal Features

**Security**

- Protected by 256 bit encrypted SSL certificate
- User defined access and permissions

**Real Time Updates**

- Service Work Order Status updated as work is performed
- Automatic time stamps of status and activity

**Information**

- Service Work Orders and Installation Jobs (active and closed)
- Status, History and Metric Reporting

**Reporting\***

- Metric Report – your report card of our performance to your requirements
- Work Order Summary Statuses
- Service Spend Report
- Custom Reports

**Collaboration Platform\***

- You define the documents to share – as builds, contracts, playbooks, etc

**Email Notifications\***

- Electronic notice of status changes to work orders

**Contacts**

- Have a question? Find the person that can answer it for you

**Help**

- On line training modules
- On line documentation

> Customer Benefits

- ...Meets corporate security requirements
- ...Puts control of "who needs to know" in your hands

- ...Timely information updates save time and demonstrate Convergent's commitment to responsiveness
- ...Provides a timeline record of activity for each service work order

- ...Complies with corporate environmental strategies through paperless work orders and online reporting

- ...Reduces time spent gathering data to meet business and compliance requirements
- ...Information to justify your investment in service.

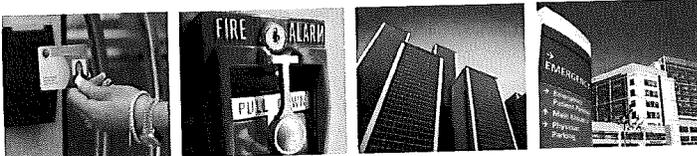
- ...Ease of access to shared information

- ...Automatic messages help stakeholders track projects instantly via email

- ...Transparent access to Convergent Colleagues

- ...Reduces learning curve for new employees
- ...Easy to use interface for new and occasional users

> Service Excellence. It's In Our DNA.™



\*Executive Offering

USA: Atlanta • Austin • Chicago • DC • Dallas • Denver • Eugene • Houston • Los Angeles • Minneapolis • Nashville • New Orleans • NY • Portland • Richmond • San Antonio • San Francisco • Seattle • Tulsa • Va. Beach • CANADA: Calgary • Edmonton • Fort McMurray • Lethbridge • Lloydminster • Vancouver



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## Terms and Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

### SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.



**Terms and Conditions Continued**

**SECTION 7. INSURANCE**

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

**SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

**SECTION 10. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

**SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



## Security Proposal

**Date:** April 29, 2014

**Quotation:** 5013240953

**To:** Oak Park Unified School District

**Project:** District Wide IP Camera System  
excluding NVR's rev

5801 E Conifer Street  
Oak Park, CA 91377

**Attn:** Julie Suarez

**From:** Convergint Technologies  
Jarrod Brunsamnn  
jarrod.brunsmann@convergint.com

**Direct:** (714) 546-2780

**Fax:** (714) 546-2457

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Convergint Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergint Technologies payment terms are net 30.

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## Security System Scope of Work

As a general summary, Convergint's proposal is for a defined labor and material scope of work based on the plans provided at the project meeting and site visit on February 6, 2014. Convergint's installation effort shall include the below listed tasks along with (but not be limited to) all project management duties such as formal scheduling, client interface, submission of formal requests for information, system engineering and documentation, system testing and commissioning, training and all coordination to complete said scope of work.

Convergint scope of work is based on the installation of new IP Cameras at the locations discussed on our site visit. Camera types are specified based on the viewing needs of each individual camera location to ensure the viewing objectives are met.

This proposal is based on all Cabling, Conduit, Boxes and Electrical work should be provided and installed by others and in place by the time we begin our scope of work. Individual Cat6 cabling must be provided at each Camera location back to the nearest IDF and will terminate on a Network Switch that shall be existing or provided by others. The cable length from Camera to Network Switch must not exceed 300' to ensure optimal system performance.

All Network Video Recorder's shall be provided by Oak Park Unified School District at each site. Convergint will install the Avigilon Video Management Software on each of the NVR's.

We feel there is a great opportunity to provide some Value Engineering of the proposed system based on camera requirements and more specifically being able to achieve the required viewing with a more economical camera at a number of locations. These potential savings will be recognized once our field engineers finalize the system design requirements at which point a credit would be offered to the School District.

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The following is breakdown of cameras per site. There were a number of camera changes: adds, deletes and relocations based on our recent site visit. Our plan would be to sit down with the appropriate district personnel and finalize all camera locations and types in addition to spotting the camera locations onsite with the district personnel while also coordinating with the cabling and conduit contractor at the appropriate time.

### **Brookside Elementary School**

The Brookside ES campus will include a total of 18 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **District Office**

The District Office campus will include a total of 11 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Red Oak Elementary School**

The Red Oak ES campus will include a total of 14 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Oak Hills Elementary School**

The Oak Hills ES campus will include a total of 8 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Oak Park High School**

The Oak Park HS campus will include a total of 26 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

### **Medea Creek Middle School**

The Medea Creek MS campus will include a total of 25 new cameras broken down as follows:

**5 MP Cameras** will be installed at the following locations - See attached drawings for 5MP camera locations

**1.3 MP Cameras** will be provided at the following locations - See attached drawings for 1MP camera locations

**2 MP Cameras** will be provided at the following locations - See attached drawings for 2MP camera locations

\* Final camera locations and viewing parameters will be verified and approved by OPUSD before system completion.

## Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)	/		Installation of Conduit and Boxes
/		Freight (prepaid)	/		Installation of Wire Hangers
/		Applicable Taxes	/		Specialty Back Boxes
/		One-Year Warranty on Parts	/		Installation of Specialty Back Boxes
/		One-Year Warranty on Labor	/		Connection to Building Fire Alarm Panel
	/	Low Voltage Permits	/		Installation & Power of Control Panels
	/	Electrical Installation Permit	/		Installation & Power of CCTV Cameras
/		Engineering and Drawings	/		Installation & Power of Intrusion Panels
/		Record Documentation (As-Built)	/		Installation & Power of Intercom System
	/	Floor plan with device placement and numbering (requires customer CAD)	/		Installation & Power of Video Recorders (DVR/NVR)
	/	Door wiring typical connections	/		120 VAC Power Receptacles
	/	Panel wiring point with to point connections	/		Lifts and Hoists
	/	Riser drawing with home run wiring	/		Floor Coverings for Lifts and Hoists
	/	Equipment rack layout drawing	/		Fire Stopping (Excludes Existing Penetrations)
	/	Panel Wall Elevation drawing (may require customer CAD)	/		Patching and Painting
	/	Authority having Jurisdiction permit drawing (requires customer CAD)	/		Electrified Door Locking Hardware
/		System Programming	/		Additional Lighting Requirements for Cameras
/		Project Management	/		Ceiling Tiles and Ceiling Grid Repairs
/		Mounting/Termination of Proposed Devices	/		On-Site Lockable Storage Facility
/		Testing of all Proposed Devices	/		Vertical Core Drilling
/		Operations & Maintenance Manuals	/		Horizontal Core Drilling
/		Owner Training	/		Servers by Convergent
	/	System Meets Plans/Drawings	/		Loading Software on Customer Provided Computer
/		System is Design-Build	/		Servers by Others
	/	Payment & Performance Bonds	/		Workstations by Convergent
	/	Installation of Wire and Cable	/		Workstations by Others

IP Camera System

5013240953

No	Qty	Part	Description	Manufacturer
			<p><b><u>Network Video Recorders (1 per site)</u></b></p> <p>* NVR's to be provided by OPUSD - Convergent will build out the NVR's with Avigilon Software</p> <p><b><u>Software Licenses</u></b></p>	
1	2	24C-ACC5-ENT	Enterprise License for up to 24 camera channels and unlimited viewing clients	Avigilon
2	1	16C-ACC5-ENT	Enterprise License for up to 16 camera channels and unlimited viewing clients	Avigilon
3	3	8C-ACC5-ENT	Enterprise License for up to 8 camera channels and unlimited viewing clients	Avigilon
4	1	4C-ACC5-ENT	Enterprise License for up to 4 channels and unlimited viewing clients	Avigilon
5	7	1C-ACC5-ENT	Enterprise License for up to 1 camera channel and unlimited viewing clients	Avigilon
			<p><b><u>Video Surveillance Cameras</u></b></p>	
6	51	5.0-H3-BO1-IR	5.0 Megapixel 3-9mm f/1.2 P-Iris lens, Integrated IR	Avigilon
7	6	5.0-H3-BO2-IR	5.0 Megapixel 9-22mm f/1.6 P-Iris lens, Integrated IR	Avigilon
8	29	2.0-H3-B1	2.0 Megapixel (1080p) Day/Night, 4.7-84.6mm f/1.6 lens	Avigilon
9	5	2.0-H3M-DO1	2.0 Megapixel (1080p) Outdoor Micro Dome, 2.8mm f/1.6 lens	Avigilon
10	16	1.3L-H3-DP1	1.3 Megapixel (1024p) Lightcatcher Day/Night Pendant Dome, 3-9mm f/1.2P-iris lens	Avigilon
			<p><b><u>Mounting Accessories</u></b></p>	
11	57	H3-BO-JB	Junction Box for H3-BO-IR Bullet Cameras	Avigilon
12	19	MNT-PEND-WALL	Compact wall bracket for use with H3PTZ-DP and H3-DP Pendant Dome Cameras	Avigilon
13	19	MNT-AD-POLE	Pole mount adapter for use with MNT-PEND-WALL	Avigilon
14	2	LEF5014CA	Canon, 50mm, f/1.4, Auto-Iris	Avigilon

IP Camera System

5013240953

No	Qty	Part	Description	Manufacturer
15	13	ES-HD-HWS	Standard Format Enclosure for Avigilon HD and HD H.264 IP Cameras with 12VDC/24VAC Heater, Wall Bracket and Sunshield. Maximum combined camera and lens length is 9.8" (25 cm).	Avigilon
16	13	ES-OPT-POLE	Pole Mount for ES-HD-PRO-S / ES-HD-PRO-S-HB, and ES-HD-PRO-L / ES-HD-PRO-L-HB, supports up to 40lbs (18.1 kg)	Avigilon

## Alternates

- N/A

## Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be provided and installed by others
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials shall be provided and installed by others.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Convergent will provide Engineered Drawings in PDF format showing all new camera locations.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

## Project Investment

**Total Project Investment for new IP Camera System at the above Six (6) sites: \$217,778.00**

**Customer Support Plan Option 1 (Comprehensive Labor & Equipment Coverage): \$49,646.00**

**Customer Support Plan Option 2 (Preventative Maintenance): \$58,201.00**

**Total Customer Support Plan (Comprehensive and Preventative Maintenance): \$107,847.00**

**Total System Investment: \$325,625.00**

### Customer Support Plan Overview

Thank you for considering Convergent Technologies as your security service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your installed electronic security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your occupants.

A Convergent Customer Support Program extends well beyond the standard coverage described above which includes the following service offerings as part of our Standard CSP Agreement:

***Next Business Day Response*** - After a service call is placed under a standard Customer Support Program, Convergent Technologies will respond (on-site) to customer service calls by the next business day Monday through Friday 8:00 AM to 5:00 PM.

***Preferred 24/7 Hourly Rates*** - Customers with a Convergent Technologies Customer Support Program automatically receive a preferred flat hourly labor rate for all time & material related service calls. Regardless of what time of day, what day of week, weekend, or holiday, our CSP customers will be charged a single flat rate for time & material work performed. This preferred flat rate can be found on the page two of this proposal.

***iCare Manager*** - This value added online service provides our customers the ability to Create and View Service Work Orders, View Installation Jobs, View Service Work Order Status Report, Customer/Convergent Contact Information, Online Help and Customer Survey Feedback.

\* See attached for iCare online web portal overview

**Post Installation Service Plan Option 1:  
Includes 5-years from completion of installation project.**

***Comprehensive Labor Coverage***

***Included***

For those customers seeking to manage their financial risk associated with emergency service and repair labor, this option is intended to provide comprehensive labor coverage upfront for: 1) Emergency Service Calls, 2) System Troubleshooting & Diagnostics, and 3) Component Repair Labor.

**Note:** Unless Priority On-Site Response Option is selected, this labor coverage will be provided during normal business hours (Monday – Friday 8:00 AM to 5:00 PM)

***Comprehensive Component Coverage***

***Included***

For those customers seeking to manage their financial risk associated with the replacement of failed system components, this option is intended to provide comprehensive component coverage for the equipment identified in the equipment list of this agreement.

**Note:** Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. The Program Discretionary Fund may be used for these types of upgrades, if selected by customer in this agreement.

***Remote On-Line Diagnostics***

***Included***

Convergint will utilize an industry standard authentication technology to remotely access your security system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergint Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue can not be resolved on-line, a more refined service response will result including the dispatching of a security service representative. In addition, remote service diagnostic support provides a valuable tool for your personnel by providing hands on training on system troubleshooting and software services.

***Staff Training***

***Included***

Convergint Technologies provides on-going security system training services for your staff. Annually, Convergint will provide a four (4) hour training course designed to improve the knowledge and efficiencies of your security staff. Training will be customized to your specific facility and system and will typically include the following topics: system architecture, overall system operation, alarm response procedures, trouble shooting techniques, management report generation, etc. The benefit of this training is that your staff will become more familiar and comfortable with the security system, and be able to respond effectively and efficiently to alarm situations.

***Annual Software Support***

***Included***

Convergint Technologies provides customers a comprehensive security software support plan that allows them to keep pace with all software revisions and advancements as they are made available by manufacturers. Such revisions will keep your installed system operating with the latest technology. Software upgrades typically occur annually, however many times they have been released several times throughout a given calendar year. With the proliferation of technology, Software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

**Post Installation Service Plan Option 2:  
Includes 5-years from completion of installation project.**

**Preventive Maintenance** - On a scheduled basis, Convergent will provide security system preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations, and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of security components including the following:

- (105) IP Cameras

**Annual.** Predictive maintenance (PM) will be performed on the system during one scheduled visit. PM will be scheduled Monday - Friday during normal working hours of 8AM to 5PM

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Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

---

Convergent Technologies  
Jarrod Brunsamnn

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

---

Customer Name (Printed)

---

Date

---

Authorized Signature

---

Printed Name/Title

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## Terms and Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

### SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.



**Terms and Conditions Continued**

**SECTION 7. INSURANCE**

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

**SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

**SECTION 10. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

**SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**

**DATE: JUNE 3, 2014**

**SUBJECT: 2.b. APPROVE AGREEMENT FOR ARCHITECTURAL SERVICES FOR PROJECT 14-28, OAK PARK INDEPENDENT SCHOOL FACILITIES**  
ACTION

---

**ISSUE:** Shall the Board approve an agreement with KPI Architects Inc., for architectural services for Project 14-28, Oak Park Independent School Facilities?

**BACKGROUND:** At its meeting on May 20, 2014 the Board authorized a project to relocate 5 portable classrooms from the Oak Park High School (OPHS) campus to the Oak View High School/District Office site to house the Oak Park Independent School (OPIS) beginning with the 2014-15 school year. In order to proceed with this work, now referred to as Project 14-28, Oak Park Independent School Facilities, architectural services are required. At the request of staff, KPI Architects, Inc. has submitted the attached proposal for its services. After review by both staff and Balfour Beatty Construction, it is recommended that the Board authorize a contract with KPI for its services on this project.

- ALTERNATIVES:**
1. Approve an agreement with KPI Architects, in the amount of \$40,810, for architectural services in connection with Project 14-28, Oak Park Independent School Facilities.
  2. Do not approve an agreement with KPI Architects.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

---

Anthony W. Knight, Ed.D.  
Superintendent

---

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



April 15, 2014 Emailed to:  
MKlauss@oakparkusd.org

Architecture, Planning, Interior Design  
Aptos CA • Corona CA • Roseville CA • Tulsa OK

April 15, 2014

Mr. Martin Klauss  
OAK PARK UNIFIED SCHOOL DISTRICT  
5801 East Conifer Street  
Oak Park, California 91377-1072

RE: OAK PARK INDEPENDENT STUDY (5) RELOCATABLES

JOB NO.: 284100

Dear Mr. Klauss:

Thanks for the opportunity to be involved in another Oak Park Unified School District Project. In response to our request for Architectural Services for (5) 24 x 40 relocatables to be relocated from Oak Park High School and (1) new Growth Point Toilet relocatable to be installed at Oak View/District Administration Complex we offer the following.

We understand this project will require DSA-approval.

The Fee Schedule will be as follows:

9% of the construction costs for site improvements, fire protection systems, and building enhancements. The value of this scope per attached Statement of Probable Construction Cost, dated revised April 14, 2014 is \$329,898.27.

5% of the cost of the relocated relocatables and new toilet relocatable. The value of this scope is \$223,323.00, based on piggy back value of classrooms and Growth Point quote provided by you.

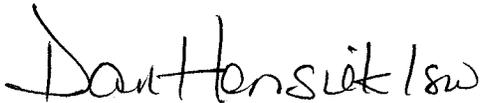
April 15, 2014

KPI proposes to provide Architectural Services for the above Scope of Work as a Fee of \$40,810.00 (subject to changes in the Scope of Work).

Finding this proposal acceptable, please sign below and return to our office.

Yours very truly,

KPI ARCHITECTS INC.



Dan Hensiek  
Vice President

DH/sw

Enclosure

cc: Dennis Kuykendall @ dkuykendall@barnhart-balfourbeatty.com  
BALFOUR-BEATTY CONSTRUCTION

AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF APRIL 2014.

OAK PARK UNIFIED SCHOOL DISTRICT

KPI ARCHITECTS INC.

\_\_\_\_\_  
District Authorization

\_\_\_\_\_  
David A. Kindred Sr.



Architecture, Planning, Interior Design  
 Corona CA • Roseville CA • Aptos CA • Tulsa OK

## Statement of Probable Construction Cost

DISTRICT: Oak Park Unified School District  
 PROJECT: Oak Park Independent Study Relocatables  
 (5) 24 x 40 on wood foundations

Dated: March 10, 2014  
 Revised 4/14/2014  
 ARCHITECT'S PROJECT NO.: 284100

A	B	C	D	E
	DESCRIPTION OF WORK	COST PER UNIT	NO. OF UNITS	SCHEDULED VALUE
	General Conditions	14.00%		36,102.37
	Bonds and Insurance	2.30%		5,931.10
	Mobilization	\$0.36 /sf	5,120	1,843.20
	Demolition/Grading	\$0.65 /sf	1,280	832.00
	Irrigation Adjustment	\$1.48 /sf	1,200	1,776.00
	Hydro seed (construction damage)	\$0.48 /sf	1,200	576.00
	Asphalt Paving	\$4.27 /sf	2,000	8,540.00
	Piped Utilities	\$59.96 /lf	75	4,497.00
	Sewerage/Drainage	\$71.72 /lf	75	5,379.00
	Wood Foundations (classrooms)	\$6.50 /sf	4,800	31,200.00
	Concrete Foundation (toilet)	\$6,400.00 ea	1	6,400.00
	Closure panels	\$250.00 /ea	8	2,000.00
	Signage	\$200.00 /dr	7	1,400.00
	Electrical/Fire Alarm/Data	\$20.00 /sf	5,120	102,400.00
	Transformer (Edision)	\$14,099.00 ea	1	14,099.00
	ADA compliant ramps/landings (classrooms)	\$2,612.37 ea	5	13,061.85
	ADA compliant ramps/landings (toilet)	\$3,750.00 ea	2	7,500.00
	Urban Wildfire upgrade (relocated units)	\$10,404.00 ea	5	52,020.00
	Relocation existing storage containers	\$250.00 ea	7	1,750.00
	Exterior Drinking Fountain	\$2,600.00 ea	1	2,600.00

Total Statement of Probable Construction Cost **\$299,907.52**

10.00% Contingency 29,990.75

Total Statement of Probable Construction Cost **\$329,898.27**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 2.c. APPROVE FIELD HOUSE PROJECT AT OAK PARK HIGH SCHOOL ATHLETIC FIELD**

ACTION

**ISSUE:** Shall the Board approve the proposed field house project at the Oak Park High School athletic field?

**BACKGROUND:** The 2014 Master Plan authorizes the removal of 6 portable classrooms at Oak Park High School (OPHS) to make way for the construction of 7 new classroom buildings over the summer of 2014. The OPHS administration, in concert with the OPHS Athletic Boosters Club (ABC), proposes to relocate one of the used portable buildings to the OPHS athletic field to create a field house for its athletic teams. Infrastructure to support the field house exists in the proposed location on the west side of the football field snack shack.

The proposed installation would be funded entirely by a \$25,000 donation from ABC to OPHS, and would be completed during the summer recess. The project has been reviewed for compliance with DSA and ADA requirements by the Business Operations Department, which fully endorses this effort. Assuming the Board’s approval of the project, architectural services will be required. Upon request by staff, KPI Architects, Inc. has submitted the attached proposal for its services. After review by both staff and Balfour Beatty Construction, it is recommended that the Board authorize both the field house project and a contract with KPI for its services on this project.

- ALTERNATIVES:**
1. Approve the proposed field house project at the Oak Park High School athletic field, budgeted at \$25,000, to be funded entirely by the OPHS Athletic Boosters Club.
  2. Approve an agreement with KPI Architects, in the amount of \$3,650, for architectural services in connection with the OPHS field house project.
  3. Do not approve the project.

**RECOMMENDATION:** Alternative Nos. 1 and 2

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



May 20, 2014 Emailed to:  
JSuarez@oakparkusd.org

Architecture, Planning, Interior Design  
Aptos CA • Corona CA • Roseville CA • Tulsa OK

May 19, 2014 May 20, 2014

Mr. Martin Klauss  
c/o Ms. Julie Suarez  
OAK PARK UNIFIED SCHOOL DISTRICT  
5801 East Conifer Street  
Oak Park, California 91377-1072

RE: OAK PARK HIGH SCHOOL ATHLETIC RELOCATABLE

JOB NO.: 238900

Dear Mr. Klauss:

Thanks for the opportunity to be involved in another Oak Park Unified School District Project. In response to Ms. Suarez request for Architectural Services for (1) 24 x 40 relocatable to be relocated from Oak Park High School to be installed at Oak Park High School near Snack Shack we offer the following.

We understand this project will require DSA-approval.

The Fee Schedule will be as follows:

9% of the construction costs for site improvements, fire protection systems, and building enhancements. The value of this scope **has been provided by Ms. Suarez to be \$25,000.00.**

5% of the cost of the relocated relocatables. The value of this scope is \$28,000.00, based on piggy back value of classrooms.

KPI proposes to provide Architectural Services for the above Scope of Work as a Fee of **\$3,650.00** (subject to changes in the Scope of Work).

Finding this proposal acceptable, please sign below and return to our office.

Yours very truly,

KPI ARCHITECTS INC.



Dan Hensiek  
Vice President

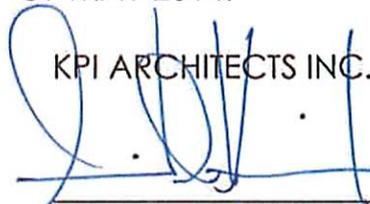
DH/sw

AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF MAY 2014.

OAK PARK UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
District Authorization

KPI ARCHITECTS INC.



\_\_\_\_\_  
David A. Kindred Sr.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 2.d. APPROVE TRACK RESURFACING PROJECT AT OAK PARK HIGH SCHOOL**

ACTION

**ISSUE:** Shall the Board approve a proposed track resurfacing project at Oak Park High School?

**BACKGROUND:** The Oak Park High School administration, in concert with OPHS Athletic Boosters Club (ABC), request that the Board authorize a contract to resurface the running track in the OPHS stadium. OPHS and ABC have selected the attached proposal from Hellas Construction, Inc. to resurface the 11-year-old track. Hellas Construction previously performed the installation of the synthetic turf football field at OPHS. A copy of Hellas' proposal is attached for the Board's review.

The proposed renovations would be funded entirely by a donation from ABC to OPHS, and would be completed during the summer recess. The project has been reviewed for compliance with DSA and ADA requirements by the Business Operations Department, which fully endorses this effort. In order to comply with Public Contract Code bidding requirements, the Board is asked to authorize the use of the piggyback provisions of California Multiple Award Schedule (CMAS) Contract #4-10-78-0058A.

- ALTERNATIVES:**
1. Approve the proposed running track resurfacing project at Oak Park High School and accept the Hellas proposal in the amount \$111,500.00, utilizing the piggyback provisions of California Multiple Award Schedule Contract #4-10-78-0058A.
  2. Do not approve the project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

April 14, 2014

Jason Meskis  
Oak Park High School  
899 Kanan Rd  
Oak Park, CA 91377  
Phone (818) 735-3300  
Cell (818) 266-6617  
jmeskis@oakparkusd.org

RE: **Running Track Renovations**  
CMAS Contract 34-10-78-0058A

Mr. Meskis,

Hellas Construction, Inc. is providing this proposal based on your request, and is providing the scope of work below. This work has an approximate start date of July 19, 2014 and a completion date of August 10, 2014.

**Track Surfacing**

1. Hellas will inspect existing track surfacing with Owner prior to any repairs.
2. Hellas will provide and install epiQ Tracks™ S200 RETOP (approx. 5140 SY) 'impermeable' polyurethane structural spray surface on the track oval, chute and three field event runways.
3. Stripe per Owner requirements.
4. Bonds
5. Clean up as necessary.

**Quotation: One Hundred Eleven Thousand Five Hundred and 00/100 Dollars**  
**\$111,500.00**

***\*\*This price is based on purchasing from Hellas through CMAS***

Exclusions (but not limited to):

1. Any landscaping or grassing of the immediate surrounding areas.
2. Irrigation installation or repair.
3. Any Allowances or Contingencies.
4. Any electrical work.
5. Any concrete work
6. Fencing or fence repair.
7. Engineering.
8. Permits.
9. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.

Sincerely,

Tommy McDougal  
VP/Chief Estimator

**ACCEPTANCE OF PROPOSAL** – The above scope of work, prices and conditions are satisfactory and are hereby accepted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Cc. Job file

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Hellas Construction, Inc.**

4-10-78-0058A - Brand-Hellas  
Floor Cov-Sport Flooring  
Floor Cov-Synthetic Turf

*(Above descriptions for marketing purposes only. Review contract for products/services available.)*

<b>CONTRACT NUMBER:</b>	4-10-78-0058A
<b>CMAS TERM DATES:</b>	11/5/2010 through 12/31/2015
<b>DISTRIBUTION:</b>	STATEWIDE

**THIS CONTRACT IS AVAILABLE FOR USE BY STATE OF CALIFORNIA AGENCIES, AND LOCAL GOVERNMENT AGENCIES IN CALIFORNIA.**

**NOTICE:** Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August, 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

  
\_\_\_\_\_  
**KRISTI F. JOHNSON**, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **11/5/2010**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 2.e. APPROVE REVISIONS TO THE MEASURE C6 TECHNOLOGY AND EQUIPMENT PLAN – PURCHASE OF PHOTOCOPIERS**

ACTION

**ISSUE:** Shall the Board approve revisions to the 2013 Measure C6 Technology and Equipment Plan, authorizing the purchase of school site photocopiers?

**BACKGROUND:** At its meeting February 19, 2013, the Board approved the 2013 Measure C6 Technology and Equipment plan. Included within the plan was the purchase of site photocopiers over a three-year schedule beginning with the 2014-15 school year. However, two copiers at Oak Park High School, originally purchased in 2007, have experienced extensive failure. This has resulted in substantial down time, and the equipment can no longer be maintained. This has had a significant and adverse impact on the affected sites and on classroom instruction. Accordingly, staff is requesting the Board to accelerate the purchase of these two copiers from the current plan of 2014-15 to immediately in 2013-14. The total cost of the proposed purchase is \$54,627.20. Assuming the Board’s approval, the photocopiers will be purchased from Ricoh Americas Corporation, through its local representative, Document Systems. In order to comply with Public Contract Code bidding requirements, the Board is asked to authorize the use of the piggyback provisions of the U.S. Communities Contract #4400003732.

- ALTERNATIVES:**
1. Approve the revisions to the 2013 Measure C6 Technology and Equipment Plan, authorizing the purchase of two photocopiers for Oak Park High School, in the amount of \$54,627.20, utilizing the piggyback provisions of the U.S. Communities Contract #4400003732.
  2. Do not approve the proposed technology and equipment plan revision.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klaus, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# Document Systems PURCHASE AGREEMENT

Document Systems  
 300 N. Graves Suite E.  
 Oxnard, CA 93030  
 Phone: (805)650-6482 Fax: (805)983-0956

<b>Sales Rep</b>	Adam Shotland
<b>Agreement Number</b>	
<b>Date:</b>	4/18/2014

CUSTOMER INFORMATION SHIP TO:		CUSTOMER INFORMATION BILL TO:	
COMPANY NAME <b>Oak Park High School</b>		COMPANY NAME <b>Oak Park Unified School District</b>	
ADDRESS <b>899 Kanan Rd</b>	Suite	ADDRESS <b>5801 E. Conifer Street</b>	Suite
CITY, STATE <b>Oak Park CA</b>	Zip Code <b>91377</b>	CITY, STATE, ZIP <b>Oak Park CA</b>	Zip Code <b>91377</b>
PHONE # <b>818-735-3300</b>	FAX #	PHONE # <b>818-735-3210</b>	FAX #
CONTACT NAME <b>Toni Paulson</b>		EMAIL ADDRESS <a href="mailto:jsuarez@oakparkusd.org">jsuarez@oakparkusd.org</a>	CONTACT NAME <b>Julie Suarez</b>

**ORDERED ITEMS & RATES CUSTOMER WILL ACCEPT & PAY FOR THE FOLLOWING MERCHANDISE:**

QTY	ITEM # / PRODUCT CODE	DESCRIPTION	SERIAL NUMBER	ID #	UNIT PRICE	TOTAL AMOUNT
2	404592	Ricoh Pro 8100S			\$ 25,408.00	\$ 50,816.00
2	404537	LCIT			\$ -	\$ -
2	404548	Finisher SR5050			\$ -	\$ -
2	404559	Post Script			\$ -	\$ -
2	404177	Hole Punch 5020			\$ -	\$ -
0					\$ -	\$ -
0					\$ -	\$ -
0					\$ -	\$ -
0					\$ -	\$ -
0					\$ -	\$ -

**SPECIAL INSTRUCTIONS:** Utilizing U.S. Communities Contract #4400003732

**NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER.**

\* TERMS: THE EQUIPMENT INDICATED ABOVE IS PURCHASED UNDER THE DOCUMENT SYSTEMS STANDARD TERMS AS FOLLOWS:

1. THE SELLER RETAINS A SECURITY INTEREST IN ALL EQUIPMENT AND SUPPLIES DESCRIBED IN THIS AGREEMENT UNTIL THE PURCHASE PRICE IS PAID IN FULL
2. IN THE EVENT BUYER DEFAULTS IN PAYMENT THE BUYER WILL BE LIABLE FOR THE PAYMENT OF ANY LEGAL FEES OR COSTS INCURRED IN SUSTAINING OR PROTECTING THE SECURITY INTEREST OR IN ENFORCING THE TERMS OF THE SECURITY AGREEMENT & UPON DEMAND THE BUYER AGREES TO MAKE THE EQUIPMENT AVAILABLE TO THE SELLER AT A LOCATION TO BE DETERMINED BY THE SELLER.
3. Payment terms are Net 30

<b>SUBTOTAL</b>	<b>\$50,816.00</b>
<b>DELIVERY &amp; INSTALL</b>	<b>\$0.00</b>
<b>CA Tax 7.5%</b>	<b>\$3,811.20</b>
<b>TOTAL</b>	<b>\$54,627.20</b>
<b>LESS DEPOSIT</b>	
<b>TOTAL DUE</b>	<b>\$54,627.20</b>

A PHOTOCOPY OF THIS AGREEMENT SHALL BE SUFFICIENT AND SERVES AS A FINANCIAL STATEMENT.  
 THIS IS A BINDING ORDER, NOT SUBJECT TO CANCELLATION.  
 NO TRIALS ACCEPTED.  
 THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING BY A Document Systems OFFICER.

<p><b>ACCEPTED BY DOCUMENT SYSTEMS</b></p> <p>_____</p> <p>AUTHORIZED SIGNATURE REQUIRED</p> <p>_____</p> <p>PRINTED NAME</p>	<p style="color: red;"><b>ACCEPTED BY CUSTOMER</b></p> <p>_____</p> <p>AUTHORIZED SIGNATURE REQUIRED</p> <p>_____</p> <p>PRINTED NAME</p>
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**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 3, 2014**  
**SUBJECT: 2.f. APPROVE SOLAR POWER PROJECT AND SHADE STRUCTURE AT OAK PARK HIGH SCHOOL**

DISCUSSION/ACTION

**ISSUE:** Shall the Board receive an update and approve a resolution of findings in connection with the Solar Power Project and Shade Structure at Oak Park High School?

**BACKGROUND:** As this agenda was going to press Administration was working with contractor SK Solar, Inc., district legal counsel, and various consultants to refine the solar installation proposal presented at the Board’s April meeting, and prepare a resolution of project findings for action at this evening’s meeting. Updated information and a resolution of findings will be forwarded to the Board and posted on the District’s website as they become available.

- ALTERNATIVES:**
1. Receive an update on the Solar Power Project and Shade Structure at Oak Park High School.
  2. Receive an update and approve a presented resolution of findings in connection with the Solar Power Project and Shade Structure at Oak Park High School.
  3. Receive an update and do not approve a presented resolution of findings in connection with the Solar Power Project and Shade Structure at Oak Park High School.

**RECOMMENDATION:** At the Board’s discretion.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____